



**FRESENIUS  
MEDICAL CARE**

# 2016 Benefits Guide

A Guide to Your Health and Welfare Benefits

Medical | Dental | Vision

Benefits to Fit Your Life





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**“It is important to us for our employees to understand the value of their benefits and to be better consumers of all benefits.”**

### **Benefits Guide Overview**

**Fresenius Medical Care North America** is committed to providing you with quality benefit programs that address your individual needs. We have prepared this enrollment guide to help you understand the terms and conditions under which your employee welfare benefits are offered. Please review each plan carefully to determine what coverage is right for you before electing coverage.

This guide is an overview of the benefits available to the employees of the Fresenius Travel Nurses Program, and is not to be confused with the corporate benefits program available to employees of Fresenius Medical Care North America.

This guide is only a summary and is not a substitute for the official plan documents. If there is a discrepancy between the official plan documents and this summary, the official plan documents will govern.

# Enrollment



## How to Enroll

Here is a checklist of actions you'll need for your enrollment elections if newly eligible *or* changing coverage.

- Review your current benefit elections (if applicable).
- Make your benefit elections.
  - 1) Complete and return the necessary enrollment and/or change forms.
  - 2) Submit a waiver if you are not electing to take the coverage.

## When to Enroll

You will have the opportunity to enroll during the annual open enrollment period, March 1 - 31, 2016. Changes made during the enrollment period will be effective **April 1, 2016**. Once you make your benefit elections, you may not change your elections until the next open enrollment period unless you experience a change in enrollment status (see **Eligibility**). If you are enrolling outside of open enrollment because you are newly eligible, your coverage will be effective the first of the month following 30 days from your date of hire (see **Eligibility**).

## Enrollment Assistance

If you need assistance or have questions regarding your benefits, please contact Human Resources. You may also contact a Benefits Specialist at Cherry Creek Benefits at (303) 771-2221 or toll-

free at (855) 777-5035. Assistance is available from 8:30 a.m. to 4:30 p.m. (MST), Monday through Friday excluding holidays.

## Employer and Employee Contributions

Fresenius Medical Care North America contributes generously toward the cost of your benefits. Costs are listed separately throughout this guide by type of enrollment. Your portion of the cost(s) will be deducted from your paycheck on a pre-tax basis unless requested otherwise.

## Eligibility

All Fresenius Medical Care North America full-time employees working 30 hours or more per week are eligible for benefits. Benefit coverage for you and/or your dependent(s) begins the first of the month following 30 days from full-time date of hire.

## Dependent Eligibility

- An employee's legal spouse
- A subscriber's unmarried or married child up to age 26

## Changes in Enrollment

Should a "life changing event" occur after the open enrollment period has passed, you are eligible to make changes to your enrollment. These life changing events include:

- Marriage
- Divorce or legal separation
- Birth or adoption of a child
- Death
- Employee/Spouse/Child gaining or losing coverage under another group health plan

**\*\*You MUST notify Human Resources within 30 days of any "life changing event" if you wish to make changes to your benefit coverage.**

You may lose your benefit coverage if you do not continue to satisfy these requirements during the plan year. However, if you are on a FMLA (Family and Medical Leave Act) leave of absence, you may continue your benefit coverage during the FMLA leave period on the same basis as active Employees. You may also be eligible for Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation coverage when you lose your health benefits due to certain events such as a reduction of work hours below the 30 hours per week requirement.



# Medical



Fresenius Medical Care North America offers quality health care coverage through Cigna®.

and prescription Cigna® drug lists can be found on the Cigna® website, [www.mycigna.com](http://www.mycigna.com). The Cigna provider network is the Open Access Plus.

## Plan Features and Benefits

The medical plan covers services within a network of contracted hospitals, doctors, specialists, clinics, and therapists. Benefits received from network providers are payable at a higher level than those benefits received from non-network providers.

## Medical Contributions & Plan Summary

Please see the adjacent grid for your cost to participate and page 4 for a summary of the medical plan. Additional information such as detailed plan descriptions, member forms, FAQ's

### 2016 Employee Contribution

Cigna® Medical	
Enrollment Type	Per Pay Period
Employee Only	\$132.14
Employee + Spouse	\$401.49
Employee + Child(ren)	\$237.60
Family	\$506.95



# Medical Plan Summary



Cigna® Open Access Plus		
Benefits	In-Network	Out-of-Network
<b>Deductible<sup>1</sup></b>		
Individual	\$2,500	\$5,000
Family	\$5,000	\$10,000
<b>Out of Pocket</b>	(includes medical and RX copays and deductible)	
Individual	\$4,500	\$11,000
Family	\$9,000	\$22,000
<b>Lifetime Maximum</b>	Unlimited	
<b>Office Visit</b>		
Preventive Care	100% Coverage	Deductible then 40%
PCP	\$30	Deductible then 40%
Specialist	\$30	Deductible then 40%
<b>Diagnostics</b>		
Lab	100% Coverage	Deductible then 40%
X-ray	100% Coverage	Deductible then 40%
Scans	Deductible then 20%	Deductible then 40%
<b>Hospital</b>		
Inpatient	Deductible then 20%	\$500 per occurrence copay and deductible then 40%
Outpatient	Deductible then 20%	\$500 per occurrence copay and deductible then 40%
<b>Prescription Drug</b>		
Tier 1	\$10	Not Covered
Tier 2	\$30	
Tier 3	\$60	
Mail Order (90 day supply)	\$30 / \$90 / \$180	
<b>Emergency</b>	\$500 copay	
<b>Ambulance</b>	Deductible then 20%	
<b>Urgent Care</b>	\$45 Copay	Deductible then 40%
<b>Chiropractic</b>	\$30 Copay	Deductible then 40%
	(20 visits per calendar year)	

<sup>1</sup>Deductible runs on a policy-year basis accumulating from April 1st - March 31st.

## Dental

Fresenius Medical Care North America offers dental benefits through MetLife®. The dental plan has in and out-of-network coverage with the ability to choose any dentist, however you will receive the best benefits available on the plan by choosing a contracted dentist who participates in the network.

The cost to participate is provided below as well as a summary of the dental benefits. For additional information including FAQ's, claim forms and provider directories, visit MetLife® online, [www.metlife.com](http://www.metlife.com).

MetLife® Dental Premier Plan Costs	
Enrollment Type	Per Pay Period
Employee Only	\$17.45
Employee + Spouse	\$34.15
Employee + Child(ren)	\$32.68
Family	\$55.21

## Discount Vision

In addition to your Dental benefits, Fresenius Medical Care North America has also partnered with MetLife® to offer you Vision benefits at a discounted rate. The MetLife® VisionAccess program provides access to thousands of highly qualified, credentialed, private practice ophthalmologists and optometrists participating in the network. Enjoy 20% off eye exams, lenses and lens options, and non-prescription sunglasses as well as 25% off frames and discounts on laser vision correction.

To obtain your discount, provide your program code, **MET2020**, when making an appointment or receiving services or materials from a participating MetLife VisionAccess program provider. To review benefits or find a participating provider, visit [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits). For all other information, please contact Human Resources.

MetLife® Dental Premier Plan Benefits		
Items	In-Network	Out-of-Network <sup>1</sup>
Annual Maximum	\$1,500 per person	
Calendar Year Deductible	Type B and C Services Only	
Individual	\$50	
Family Maximum	\$150	
<b>Type A- Preventive:</b> Oral Examinations, Full Mouth X-rays, Bitewing X-rays, Cleanings, Topical Fluoride Applications	100%	100%
<b>Type B- Basic Restorative:</b> Amalgam & Composite Fillings, Simple Extractions, Surgical Extractions, Other Oral Surgery, Bridges, Emergency Palliative Treatment, General Anesthesia, Consultations, Sealants, Space Maintainers, Endodontics, Peridodontics	80%	80%
<b>Type C- Major Restorative:</b> Crowns, Inlays, Onlays, Prefabricated Stainless Steel & Resin Crowns, Denture Repairs, Rebases/Relines, Bridges, Implants	50%	50%
<b>Type D- Orthodontia</b>	Not Covered	

<sup>1</sup> Out-of-Network reimbursement limited to 90th percentile usual & customary allowances.

# Legal Notices

## Important Notices from FRESENIUS MEDICAL CARE NORTH AMERICA

The Employee Retirement Income Security Act (ERISA), Department of Labor (DOL), Department of Health and Human Services (HHS) and Internal Revenue Service (IRS) require plan administrators and/or Insurers to provide certain information related to their health and welfare benefit plans to plan participants in writing. To satisfy this requirement, please see the attached notifications. These notices explain your rights and obligations in relation to the health and welfare plan provided by FRESENIUS MEDICAL CARE NORTH AMERICA. Please read the attached notices carefully and retain a copy for your records. Please note, this is not a legal document and should not be construed as legal advice.

### If you have any questions regarding any of these notices, please contact:

FRESENIUS MEDICAL CARE NORTH AMERICA  
Janine Davis  
920 Winter Street  
Waltham, MA 02451  
781-699-4666  
janine.davis@fmc-na.com

### IMPORTANT NOTICE FROM FRESENIUS MEDICAL CARE NORTH AMERICA ABOUT YOUR PRESCRIPTION DRUG COVERAGE AND MEDICARE

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with FRESENIUS MEDICAL CARE NORTH AMERICA and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

### There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. FRESENIUS MEDICAL CARE NORTH AMERICA has determined that the prescription drug coverage offered by the Cigna plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

### When can you join a Medicare drug plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

### What happens to your current coverage if you decide to join a Medicare drug plan?

If you decide to join a Medicare drug plan, your current FRESENIUS MEDICAL CARE NORTH AMERICA coverage will not be affected. If you do decide to join a Medicare drug plan and drop your current FRESENIUS MEDICAL CARE NORTH AMERICA coverage, be aware that your dependents will not be able to get this coverage back until the next enrollment period unless you experience a qualified life event. Note that your current coverage pays for other health expenses, in addition to prescription drugs, and you will still be eligible to receive all of your current health and prescription drug benefits if you choose to enroll in a Medicare prescription drug plan and keep your coverage under FRESENIUS MEDICAL CARE NORTH AMERICA Plan.

### When will you pay a higher premium (penalty) to join a Medicare drug plan?

You should also know that if you drop or lose your current coverage with FRESENIUS MEDICAL CARE NORTH AMERICA and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

### Summary of options for Medicare eligible employees (and/or dependents)

Medical and prescription drug coverage are offered as a package under FRESENIUS MEDICAL CARE NORTH AMERICA plan (you cannot elect medical coverage without prescription drug coverage).

1. Continue medical and prescription drug coverage under FRESENIUS MEDICAL CARE NORTH AMERICA Plan and do not elect Medicare D coverage. **Impact** – your claims continue to be paid by FRESENIUS MEDICAL CARE NORTH AMERICA plan
2. Continue medical and prescription drug coverage under FRESENIUS MEDICAL CARE NORTH AMERICA plan and elect Medicare D coverage. **Impact** – As an active employee (or dependent of an active employee) FRESENIUS MEDICAL CARE NORTH AMERICA plan continues to pay primary on your claims (pays before Medicare D).
3. Drop FRESENIUS MEDICAL CARE NORTH AMERICA plan coverage and elect Medicare Part D coverage. **Impact** – Medicare is your primary coverage. You will not be able to rejoin FRESENIUS MEDICAL CARE NORTH AMERICA plan until the next open enrollment period unless you experience a qualified life event.

### For more information about this notice or your current prescription drug coverage...

Contact Human Resources at the number listed in this notice packet for further information. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through FRESENIUS MEDICAL CARE NORTH AMERICA changes. You also may request a copy of this notice at any time. For more information about your options under Medicare prescription drug coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage: Visit [www.medicare.gov](http://www.medicare.gov) or call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help. Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

### NOTICE REGARDING THE WOMEN'S HEALTH AND CANCER RIGHTS ACT

On October 21, 1998, Congress passed a bill called the Women's Health and Cancer Rights Act. This new law requires group health plans that provide coverage for mastectomy to provide coverage for certain reconstructive services.

These services include:

- Reconstruction of the breast upon which the mastectomy has been performed,
- Surgery/reconstruction of the other breast to produce a symmetrical appearance
- Prostheses, and
- Treatment of physical complications during all stages of mastectomy, including lymphedemas.

# Legal Notices

In addition, the plan may not:

- Interfere with a woman's rights under the plan to avoid these requirements, or
- Offer inducements to the health provider, or assess penalties against the health provider, in an attempt to interfere with the requirements of the law.

However, the plan may apply deductibles and copays consistent with other coverage provided by the plan.

If you have any questions about the current plan coverage, please contact HR.

## REPORT ELIGIBILITY CHANGES IN A TIMELY MANNER

It is your responsibility to notify the Benefits Department when a dependent becomes eligible or ceases to be eligible for coverage under our benefit plans. All eligibility changes should be reported within 30 days of the event. Failure to report changes in a timely manner can impact your ability to add newly eligible dependents or discontinue pre-tax premium contributions on ineligible dependents.

In addition, failure to report a loss of eligibility due to legal separation or divorce or a dependent that has otherwise ceased to be eligible, such as a child reaching the maximum dependent child age limit, can impact your dependent's rights for group health plan coverage under the federal law known as COBRA. If you fail to report the loss of eligibility within 60 days of the event, your dependents may be left with no continuation coverage under our plan. Please see your COBRA notice or your group health plan summary plan description for additional information.

## NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT (NMHPA)

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and insurers may not, under Federal law, require that a provider obtain authorization from the plan or the insurer for prescribing a length of stay not more than 48 hours (or 96 hours).

## FRESENIUS MEDICAL CARE NORTH AMERICA INITIAL NOTICE OF YOUR HIPAA SPECIAL ENROLLMENT RIGHTS

**Loss of Other Coverage** - If you are declining enrollment for yourself and/or your dependents (including your spouse) because of other health insurance coverage or group health plan coverage, you may be able to enroll yourself and/or your dependents in this plan if you or your dependents lose eligibility for that other coverage or if the employer stops contributing towards your or your dependent's coverage. You will be required to submit a signed statement that this other coverage is the reason for waiving enrollment originally. To be eligible for this special enrollment opportunity you must request enrollment within 30 days after your other coverage ends or after the employer stops contributing towards the other coverage.

**New Dependent as a Result of Marriage, Birth, Adoption or Placement for Adoption**- If you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and/or your dependent(s). To be eligible for this special enrollment opportunity you must request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

**Medicaid Coverage** - FRESENIUS MEDICAL CARE NORTH AMERICA group health plan will allow an employee or dependent who is eligible, but not enrolled for coverage, to enroll for coverage if either of the following events occur:

1. **TERMINATION OF MEDICAID OR CHIP COVERAGE** - If the employee or dependent is covered under a Medicaid plan or under a State child health plan (SCHIP) and coverage of the employee or dependent under such a plan is terminated as a result of loss of eligibility.
2. **ELIGIBILITY FOR PREMIUM ASSISTANCE UNDER MEDICAID OR CHIP**- If the employee or dependent becomes eligible for premium assistance under Medicaid or SCHIP, including under any waiver or demonstration project conducted under or in relation to such a plan. This is usually a program where the state assists employed individuals with premium payment assistance for their employer's group health plan rather than direct

enrollment in a state Medicaid program.

To be eligible for this special enrollment opportunity you must request coverage under the group health plan within 60 days after the date the employee or dependent becomes eligible for premium assistance under Medicaid or SCHIP or the date you or your dependent's Medicaid or state-sponsored CHIP coverage ends.

To request special enrollment or obtain more information, please contact the HR Department.

## PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)

If you are eligible for health coverage but are unable to afford the premiums, some States have premium assistance programs that can help pay for coverage.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed here, <http://www.dol.gov/ebsa/pdf/chipmodelnotice.pdf>, you can contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must permit you to enroll in your employer plan if you are not already enrolled. This is called a "special enrollment opportunity", and you must request coverage within 60 days of being determined eligible for premium assistance. If you have questions about enrolling in your employer plan, you can contact the Department of Labor electronically at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or by calling toll-free 1-866-444-EBSA (3272).

You should contact your State for further information on eligibility:

Colorado: 1-800-866-3513

U.S. Department of Labor Employee Benefits Security Administration  
[www.dol.gov/ebsa](http://www.dol.gov/ebsa) or 1-866-444-EBSA (3272)

Department of Health and Human Services Centers for Medicare & Medicaid Services  
[www.cms.hhs.gov](http://www.cms.hhs.gov) or 1-877-267-2323, Ext. 61565

## HIPAA PRIVACY NOTICE

Protecting Your Health Information Privacy Rights. The Plan's policies protecting your privacy rights and your rights under the law are described in the Plan's Notice of Privacy Practices. Please contact your medical plan carrier to request a copy of the Notice.

## NOTICE OF PRIVACY PRACTICES

This notice of Privacy Practices describes how medical information about your may be used and disclosed and how you can get access to this information. Please review it carefully.

This Notice of Privacy Practices (the "Notice") describes the legal obligations of FRESENIUS MEDICAL CARE NORTH AMERICA (the "Plan") and your legal rights regarding your protected health information held by the Plan under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Notice describes how your protected health information may be used or disclosed to carry out treatment, payment, or health care operations, or for any other purposes that are permitted or required by law. HIPAA requires us to provide this Notice of Privacy Practices to you.

The HIPAA Privacy Rule protects certain medical information known as "protected health information." Generally, protected health information is individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health care clearinghouse, a health plan, or your employer on behalf of a group health plan, which relates to:

- your past, present or future physical or mental health or condition;
- providing health care to you; or
- making past, present or future payments for providing health care to you.



# Legal Notices

If you have any questions about this Notice or about our privacy practices, please contact Human Resources.

## Effective Date

This Notice is effective January 1, 2016

## Our Responsibilities

We are required by law to:

- maintain the privacy of your protected health information;
- notify you of any breach of unsecured protected health information;
- provide you with certain rights with respect to your protected health information;
- provide you with a copy of this Notice of our legal duties and privacy practices with respect to your protected health information; and
- follow the terms of the Notice that is currently in effect.

## How We May Use and Disclose Your Protected Health Information

We may use or disclose your protected health information in certain situations without your permission.

The main reasons for which we may use and may disclose your Protected Health Information are to evaluate and process any requests for coverage and claims for benefits. Your Protected Health Information (PHI) may be used:

**For Payment.** We may use or disclose your protected health information to determine your eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers, to determine benefit responsibility under the Plan, or to coordinate Plan coverage. For example, we may share your protected health information with health care provider in connection with the payment of health claims or to another health plan to coordinate benefit payments.

**For Health Care Operations.** We may use and disclose your protected health information for plan operations. For example, we may use medical information in connection with conducting quality assessment and improvement activities; underwriting, premium rating, and other activities relating to Plan coverage; submitting claims for stop-loss (or excess-loss) coverage; conducting or arranging for medical review, legal services, audit services, and fraud & abuse detection programs; business planning and development such as cost management; and business management and general Plan administrative activities. If medical information is used for underwriting, genetic information may not and will not be used or disclosed for this purpose.

**To Business Associates.** We may contract with individuals or entities known as Business Associates to perform various functions on our behalf or to provide certain types of services. In order to perform these functions or to provide these services, Business Associates will receive, create, maintain, use and/or disclose your protected health information, but only after they agree in writing with us to follow appropriate safeguards regarding your protected health information. For example, we may disclose your protected health information to a Business Associate to administer claims or to provide support services, such as utilization management, pharmacy benefit management or subrogation, but only after the Business Associate enters into a Business Associate contract with us.

**To Plan Sponsors.** We may disclose protected health information to certain employees of the Employer so that they can administer the plan. Those employees will only use or disclose PHI as needed to perform plan administration functions or as otherwise required by HIPAA, unless you have specifically authorized other disclosures. Your protected health information cannot be used for employment purposes without your specific authorization.

**Health Oversight Activities.** We may disclose your protected health information to a health oversight agency for activities authorized by law. These oversight activities might include audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

**Lawsuits and Disputes.** If you are involved in a lawsuit or a dispute, we may disclose your protected health information in response to a court or administrative order. We may also disclose your protected health information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

**As Required by Law.** We will disclose your protected health information when required to do so by federal, state or local law. For example, we may disclose your

protected health information when required by national security laws or public health disclosure laws.

**Special Situations.** Although unlikely, it is also possible that we may use and disclose your protected health information in these situations:

**For Treatment.** We may use or disclose your protected health information to facilitate medical treatment or services by providers. We may disclose medical information about you to providers, including doctors, nurses, technicians, medical students, or other hospital personnel who are involved in taking care of you.

**Organ and Tissue Donation.** If you are an organ donor, we may release your protected health information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

**Military and Veterans.** If you are a member of the armed forces, we may release your protected health information as required by military command authorities. We may also release protected health information about foreign military personnel to the appropriate foreign military authority.

**Workers' Compensation.** We may release your protected health information for workers' compensation or similar programs.

**Public Health Risks.** We may disclose your protected health information for public health actions. These actions generally would be:

- to prevent or control disease, injury, or disability;
- to report births and deaths;
- to report child abuse or neglect;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- to notify the appropriate government authority if we believe that a patient has been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree, or when required or authorized by law.

**To Avert a Serious Threat to Health or Safety.** We may use and disclose your protected health information when necessary to prevent a serious threat to your health and safety, or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

**Law Enforcement.** We may disclose your protected health information if asked to do so by a law enforcement official:

- in response to a court order, subpoena, warrant, summons or similar process;
- to identify or locate a suspect, fugitive, material witness, or missing person;
- about the victim of a crime if, under certain limited circumstances, we are unable to obtain the victim's agreement;
- about a death that we believe may be the result of criminal conduct; and
- about criminal conduct.

**Coroners, Medical Examiners and Funeral Directors.** We may release protected health information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients to funeral directors, as necessary to carry out their duties.

**National Security and Intelligence Activities.** We may release your protected health information to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

**Research.** We may disclose your protected health information to researchers when:

- the individual identifiers have been removed; or
- when an institutional review board or privacy board has reviewed the research proposal and established protocols to ensure the privacy of the requested information, and approves the research.

## Required Disclosures

We are required to make disclosures of your protected health information in

# Legal Notices

these situations:

**Government Audits.** We must disclose your protected health information to the Secretary of the United States Department of Health and Human Services when the Secretary is investigating or determining our compliance with the HIPAA privacy rule.

**Disclosures to You.** If you request, we must disclose to you the portion of your protected health information that contains medical records, billing records, and any other records used to make decisions regarding your health care benefits. If you request, we also must provide you with an accounting of most disclosures of your protected health information if the disclosure was for reasons other than for payment, treatment, or health care operations, and if the protected health information was not disclosed due to your specific authorization.

## Other Disclosures

**Personal Representatives.** We will disclose your protected health information to individuals authorized by you, or to an individual designated as your personal representative, attorney-in-fact, etc., if you provide us with a written notice/authorization and any supporting documents (i.e., power of attorney). Note: Under the HIPAA privacy rule, we do not have to disclose information to a personal representative if we have a reasonable belief that:

- you have been, or may be, subjected to domestic violence, abuse or neglect by such person; or
- treating such person as your personal representative could endanger you; and
- in the exercise of professional judgment, it is not in your best interest to treat the person as your personal representative.

**Spouses and Other Family Members.** With only limited exceptions, we will send all mail to the employee. This includes mail relating to the employee's spouse and other family members who are covered under the Plan, and includes mail with information on the use of Plan benefits by the employee's spouse and other family members and information on the denial of any Plan benefits to the employee's spouse and other family members. If a person covered under the Plan has requested Restrictions or Confidential Communications (see below under "Your Rights"), and if we have agreed to the request, we will send mail as provided by the request for Restrictions or Confidential Communications.

**Authorizations.** Other uses or disclosures of your protected health information, including but not limited to psychotherapy notes, most marketing purposes and any disclosures that constitute a sale of PHI, will only be made with your written authorization. You may revoke written authorization at any time, but the revocation must be in writing. Once we receive your written revocation, it will only be effective for future uses and disclosures. It will not be effective for any information that may have been used or disclosed based on the written authorization you provided before we received the revocation.

## Your Rights

You have the following rights with respect to your protected health information:

**Right to Inspect and Copy.** You have the right to inspect and copy certain protected health information that may be used to make decisions about your health care benefits. To inspect and copy your protected health information, you must submit your request in writing to the Employer Contact listed at the end of this Notice. If you request a copy of the information, we may charge a reasonable fee for the costs of copying, mailing, or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to your medical information, you may request that the denial be reviewed by submitting a written request to the Employer Contact listed at the end of this Notice.

**Right to Amend.** If you feel that the protected health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the Plan. To request an amendment, your request must be made in writing and submitted to the Employer Contact listed at the end of this Notice. You must provide a reason why and in what respect you believe your record is incorrect.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- is not part of the medical information kept by or for the Plan;
- was not created by us, unless the person or entity that created the

information is no longer available to make the amendment;

- is not part of the information that you would be permitted to inspect and copy; or
- is already accurate and complete.

If we deny your request, you have the right to file a statement of disagreement with us and any future disclosures of the disputed information will include your statement.

**Right to an Accounting of Disclosures.** You have the right to request an "accounting" of certain disclosures of your protected health information. The accounting will not include (1) disclosures for purposes of treatment, payment, or health care operations; (2) disclosures made to you; (3) disclosures made pursuant to your authorization; (4) disclosures made to friends or family in your presence or because of an emergency; (5) disclosures for national security purposes; and (6) disclosures incidental to otherwise permissible disclosures.

To request this list or accounting of disclosures, you must submit your request in writing to the Employer Contact listed at the end of this Notice. Your request must state a time period of no more than six years.

Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be provided free of charge. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

**Right to Request Restrictions.** You have the right to request a restriction or limitation on your protected health information that we use or disclose for treatment, payment, or health care operations. You also have the right to request a limit on your protected health information that we disclose to someone who is involved in your care or the payment for your care, such as a family member or friend. For example, you could ask that we not use or disclose information about a surgery that you had. However, if we do agree to the request, we will honor the restriction until you revoke it or we notify you.

To request restrictions, you must make your request in writing to the Employer Contact listed at the end of this Notice. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply—for example, disclosures to your spouse.

**Right to Request Confidential Communications.** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing to the Employer Contact listed at the end of this Notice. We will not ask you the reason for your request. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests if you clearly provide information that the disclosure of all or part of your protected information could endanger you.

**Right to Be Notified of a Breach.** You have the right to be notified in the event that we (or a Business Associate) discover a breach of unsecured protected health information.

**Right to a Paper Copy of This Notice.** You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. To obtain a paper copy of this notice, contact the Employer Contact listed at the end of this Notice.

## Complaints

If you believe that your privacy rights have been violated, you may file a complaint with the Plan or with the Office for Civil Rights of the United States Department of Health and Human Services. To file a complaint with the Plan, contact Human Resources. All complaints must be submitted in writing. You will not be penalized, or in any other way retaliated against, for filing a complaint with the Office for Civil Rights or with us.

We may change the terms of this Notice and make new provisions regarding your protected health information that we maintain, as allowed or required by law. If we make any significant change to this Notice, we will provide you with a copy of our revised Notice of Privacy Practices by mail within 60 days after the change.

# Resources and Contact Information



## Important Telephone Numbers and Websites

### Medical

Cigna

1-866-494-2111

[www.mycigna.com](http://www.mycigna.com)

### Dental and Discount Vision

MetLife

1-800-ASK4MET

[www.metlife.com](http://www.metlife.com)

### Human Resources

Fresenius Medical Care North America

Janine Davis

781-699-4666

[janine.davis@fmc-na.com](mailto:janine.davis@fmc-na.com)

### Employee Benefits Consultants

Cherry Creek Benefits

303-771-2221 or 1-855-777-5035

Andy Neff ext. 347 or [andy@cherrycreekbenefits.com](mailto:andy@cherrycreekbenefits.com)

All detailed benefit plan information, plan documents, enrollment forms and summary plan information can be found online at:

<https://www.employeebenefitswebsite.com/wbd/broker/cherrycreekeexp/index.php>

User Name: **fresenius**

Password: **benefits**

Your Employee Benefits Guide was created by:

